

BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.

_____)
Application of _____)
VIA AIRLINES, INC. _____) Docket DOT-OST-2021-_____
d/b/a STERLING AIRWAYS _____)
For reissuance of Commuter Air Carrier Authorization _____)
(corporate name change to Sterling Airways, Inc.) _____)

**APPLICATION OF VIA AIRLINES, INC. d/b/a STERLING AIRWAYS
FOR REISSUANCE OF COMMUTER AIR CARRIER AUTHORIZATION IN THE
NAME OF STERLING AIRWAYS, INC.**

Communications with respect to this document should be addressed to:

Robert E. Cohn
Patrick R. Rizzi
HOGAN LOVELLS US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
+1 202 637 4999/5659
robert.cohn@hoganlovells.com
patrick.rizzi@hoganlovells.com

Counsel for
VIA AIRLINES, INC. d/b/a
STERLING AIRWAYS

August 4, 2021

BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.

<hr/>)	
Application of)	
VIA AIRLINES, INC.)	Docket DOT-OST-2021-_____
d/b/a STERLING AIRWAYS)	
)	August 4, 2021
For reissuance of Commuter Air Carrier Authorization)	
(corporate name change to Sterling Airways, Inc.))	

**APPLICATION OF VIA AIRLINES, INC. d/b/a STERLING AIRWAYS
FOR REISSUANCE OF COMMUTER AIR CARRIER AUTHORIZATION IN THE
NAME OF STERLING AIRWAYS, INC.**

Via Airlines, Inc. d/b/a Sterling Airways (“Via”) hereby applies, pursuant to 14 C.F.R. § 215.4, for expedited revision and reissuance of its Commuter Air Carrier Authorization to reflect a change of its corporate name to Sterling Airways, Inc. (“Sterling Airways”).

The request for reissuance of its Commuter Air Carrier Authorization (“Commuter Authorization”) in the name of Sterling Airways is non-controversial and consistent with DOT regulations, precedent, and policy. Sterling Airways is already Via’s DOT-registered trade name. See, e.g., DOT Order 2021-3-18 (finding that “Via Airlines, Inc. d/b/a Sterling Airways” is fit, willing and able to resume scheduled passenger service as a commuter air carrier). Via is merely changing its corporate name to Sterling Airways, Inc. and needs its DOT Commuter Authorization to be reissued in this new corporate name. This change will have no effect upon the management, control, operations, financial condition, citizenship or ownership of the

air carrier, nor will it trigger any additional requirements or further analysis under Part 204 of the Department's Economic Regulations.

In further support of this Application, Via states:

1. Via is a Delaware corporation that holds a DOT Commuter Authorization. See DOT Order 2016-3-13 (reissuing Commuter Authorization in the name of Via Airlines, Inc. d/b/a Charter Air Transport) and DOT Order 2021-3-18 (finding that "Via Airlines, Inc. d/b/a Sterling Airways" is fit, willing and able to resume scheduled passenger service as a commuter air carrier).

2. Via is changing its corporate name to Sterling Airways, Inc., and will continue to be a Delaware corporation.

3. The requested reissuance of Via's Commuter Authorization in the corporate name of Sterling Airways Inc. is consistent with 14 C.F.R. Part 215.¹ It is also fully consistent with and supported by Department precedent in which the Department has reissued certificates and other authorities to reflect a change in the corporate name of an air carrier. See, e.g., DOT Order 2019-2-21 (approving and reissuing certificates of public convenience and necessity in the name Republic Airways Inc. to reflect a corporate name change); DOT Order 2014-4-13 (approving and reissuing American Eagle Airlines, Inc.'s certificates and other authorities to Envoy Air Inc. to reflect a corporate name change).

¹ Via respectfully submits that this change of its corporate name from Via Airlines, Inc. to Sterling Airways, Inc. raises no name similarity issues or other issues that require resolution under Part 215. In March 2021, the Department found that Via d/b/a Sterling Airways was fit, willing, and able to resume scheduled passenger service as a commuter air carrier, thereby acknowledging the trade name of Sterling Airways.

4. The reissuance of Via's commuter authority is necessary and appropriate to reflect a straightforward corporate name change. Via's corporate name change will not involve any change to the management, financial condition, operations, ownership, control or citizenship of the air carrier and thus will not constitute a substantial change as defined in 14 C.F.R. § 204.2. Via's ownership structure has not changed since the Department's recent determination that Via was fit, willing, and able to resume operations under its Commuter Authorization. Via's current officers and key personnel will continue to manage the operations of Sterling Airways and will retain their existing duties.

5. In accordance with 14 C.F.R. § 215.4(b), Via also provides a copy of OST Form 4523 with this Application in the name of Sterling Airways, Inc.

WHEREFORE, Via requests that its Commuter Authorization be revised and reissued in the corporate name of Sterling Airways, Inc.



Robert E. Cohn
Patrick R. Rizzi
HOGAN LOVELLS US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
+1 202 637 4999/5659

Counsel for
VIA AIRLINES, INC. d/b/a
STERLING AIRWAYS

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Application of Via Airlines, Inc. d/b/a Sterling Airways has been served on August 4, 2021, upon each of the following addressees:

robert.wirick@aa.com; john.b.williams@aa.com; alex.krulic@delta.com;
chris.walker@delta.com; steven.seiden@delta.com; robert.land@jetblue.com;
reese.davidson@jetblue.com; leslie.abbott@wnco.com; jyoung@yklaw.com;
dkirstein@yklaw.com; dan.weiss@united.com; steve.morrissey@united.com;
amna.arshad@freshfields.com; dheffernan@cozen.com; perkmann@cooley.com

A handwritten signature in black ink, appearing to read "Patrick R Rizzi", written in a cursive style.

Patrick Rizzi



AGREEMENT

The undersigned carriers (hereinafter referred to as "the Carriers") hereby agree as follows:

1. Each of the Carriers shall, effective May 16, 1966, include the following in its conditions of carriage, including tariffs embodying conditions of carriage filed by it with any government:

"The Carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12th, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the Carrier agrees that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place

- (1) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
- (2) The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger."

2. Each Carrier shall, at the time of delivery of the ticket, furnish to each passenger whose transportation is governed by the Convention, or the Convention as amended by the Hague Protocol, and by the special contract described in paragraph 1, the following notice, which shall be printed in type at least as large as 10 point modern type and in ink contrasting with the stock on (i) each ticket; (ii) a piece of paper either placed in the ticket envelope with the ticket or attached to the ticket; or (iii) on the ticket envelope:

"ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of

[certain
[(name of carrier) and certain other]]* carriers parties to such special contracts for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 13, 1966. The Agreement (Agreement 18900) became effective May 16, 1966. On January 1, 1985, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]

4. This Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any Carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with DOT.

5. Any Carrier party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to DOT and the other Carriers parties to the Agreement.

*Either alternative may be used.

(Signature and Date)

08/03/2021

(Printed Name and Title)

Wayne Heller President & CEO

(Name and Address of Carrier)

Sterling Airways, Inc. d/b/a Sterling Airways

10794 Craig Blvd, Jacksonville FL 3225